

**AMENDMENT TO SUBLEASE AGREEMENT FOR 634 EL CAMINO REAL
BETWEEN THE CITY OF SOUTH SAN FRANCISCO AND RYAN DANTES, FITNESS
THERAPY, LLC.**

This Amendment to Sublease Agreement for 634 El Camino Real (this "**Amendment**") is made effective as of September 30, 2022 ("**Effective Date**") by and between the City of South San Francisco, a California municipal corporation ("**Landlord**") and Ryan Dantes, owner of Fitness Therapy, LLC. ("**Tenant.**") Landlord and Tenant are sometimes collectively referred to herein as the "**Parties.**" Any capitalized terms not defined herein shall have the meaning ascribed to them in the Sublease Agreement ("**Sublease**") attached hereto as Exhibit A.

RECITALS

A. Landlord is the Master Lease holder of the commercial space located at 634 El Camino Real, Suite C, South San Francisco, CA 94080, owned by Mid-Peninsula Housing Coalition (the "**Property.**")

B. On February 15, 2019, Landlord and Tenant entered into the Sublease Agreement for the property located at 634 El Camino Real, South San Francisco, CA 94080.

C. In a Letter dated February 8, 2021, attached hereto as Exhibit B, Landlord and Tenant agreed to amend the Sublease, extend the Sublease Term until January 31, 2026, and amended the Rent Schedule.

D. On September 28, 2022, the City Council adopted Resolution _____, authorizing the City Manager to execute this Amendment to the Sublease with Ryan Dantes, owner of Fitness Therapy, LLC., for the Property.

E. The City now desires to enter into this Amendment to reduce the Base Rent, retroactive to December 1, 2021, and make other minor amendments to the Sublease.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and incorporating all of the above as though set forth in full herein and in consideration of all the recitals, conditions and agreements contained herein, the parties hereby agree as follows, with deletions in strikethrough and additions in double underline:

1. **Section 1.2 (Landlord's Contact) is amended as follows:**
 - 1.2 Landlord's contact: ~~Alex Greenwood~~
Nell Selander, Director of Economic and Community
Development

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Telephone: (650) 829-6620

2. **Section 1.3 (Tenant's Address) is hereby amended as follows:**

1.3 Tenant's Address: 538 Sea Spray Court, Pacifica, CA 94044

3. **Section 1.4 (Tenant's Contact) is hereby amended as follows:**

1.4 Tenant's contact: Ryan Dantes, 650-270-4573

4. **Section 1.11 (Base Rent) is hereby amended as follows:**

1.11 Base Rent: Period Monthly ~~Annual~~ Base Rent Per (Month)

Period (Month)	Monthly Base Rent	Annual Rent
2/1/2021- 7/31/2021	Abated	\$0
8/1/2021- 1/31/2022 <u>11/30/2021</u>	\$5,300.00	\$31,800.00 <u>\$21,200.00</u>
2/1/2022- 1/31/2023 <u>12/1/2021- 9/30/2023</u>	\$5,459.00 <u>\$3,000.00</u>	\$65,508.00 <u>\$66,000.00</u>
2/1/2023- 10/1/2023- <u>1/31/2024</u>	\$5,623.00	\$67,476.00 <u>\$22,492.00</u>
2/1/2024- 1/31/2025	\$5,792.00	\$69,504.00
2/1/2025- 1/31/2026	\$5,966.00	\$71,592.00
2/1/2026- 7/31/2026	\$5,966.00	\$35,796.00
	Total Rent:	\$341,676.00 <u>\$286,584.00</u>

See Section 4.3 regarding Triple Net Expenses in addition to Base Rent and
Section 4.1 regarding annual increases beginning as of the thirteenth (13th) month.

5. **1.14 (Permitted Uses) is hereby amended as follows:**

1.14 Permitted Uses: Fitness gym for small group and individual
personal training

6. **4.1 (Monthly Rent) is hereby amended as follows:**

4.1 Monthly Rent. From and after the Rent Commencement Date, Tenant shall pay to Landlord for each calendar month of the Term, the monthly Base Rent set forth in Section 1.11, as the same may be adjusted upon Tenant's exercise of the Extension Option as provided in Section 3.5.2. Each monthly installment of Base Rent shall be due and payable to Landlord in lawful money of the United States, in advance, on the first (1st) day of each calendar month during the Term or Extension Term, without abatement, deduction, claim or offset, and without prior notice, invoice or demand, at Landlord's address set forth in Section 1.1 or such other place as Landlord may designate from time to time. Tenant's payment of Base Rent for the first month of the Term shall be delivered to Landlord concurrently with Tenant's execution of this Sublease. ~~Beginning as of the thirteenth (13th) month, and continuing throughout the initial Term of this Sublease, annual Base Rent shall be increased by three percent (3%) of the Rent paid in the prior year as shown in Section 1.11.~~

7. **5.4 (Rules and Regulations) is hereby amended as follows:**

5.4 Rules and Regulations. Tenant shall comply with the rules ~~attached hereto as Exhibit B~~ and any amendments or additions thereto promulgated by Landlord from time to time for the safety, care and cleanliness of the Premises, Building and Real Property (the "Rules and Regulations"). Tenant shall not use or permit any person to use the Premises for any purpose that is contrary to the Rules and Regulations, that violates any Applicable Law, that constitutes waste or nuisance, or that would unreasonably annoy or interfere with other occupants of the Building or the occupants of buildings adjacent to the Building.

These Rules and Regulations include, but are not limited to, the requirement that Tenant comply with the City of South San Francisco's noise ordinance, as codified in Chapter 8.32 of the South San Francisco Municipal Code, including maximum permissible noise level standards as established in Section 8.32.030. The established noise level standards for the Property are as follows:

R-3 and D-C zones or any multiple-family residential or mixed residential/commercial in any specific plan district	10 p.m.—7 a.m.	55
	7 a.m.—10 p.m.	60

Landlord shall not be responsible to Tenant for the nonperformance or noncompliance by any other tenant or occupant of the Building of or with any of the Rules and Regulations. In the event of any conflict between the provisions of this Sublease and the provisions of the Rules and Regulations, the provisions of this Sublease shall control.

8. Notwithstanding any terms in the Sublease Agreement, Tenant shall not be penalized for early termination of the Sublease Agreement, following 30 day written notice to Landlord to terminate the Sublease.
9. **General Provisions.**
- a. Each party has received independent legal advice from its attorneys with respect to the advisability of executing this Amendment and the meaning of the provisions hereof. The provisions of this Amendment shall be construed as to the fair meaning and not for or against any party based upon any attribution of such party as the sole source of the language in question.
 - b. Except as expressly amended pursuant to this Amendment, the terms and provisions of the Sublease shall remain unmodified and shall continue in full force and effect, and Tenant and Landlord hereby ratify and affirm all their respective rights and obligations under the Sublease. In the event of any conflict between this Amendment and the Sublease, the Sublease shall govern unless specifically modified by this Amendment.
 - c. The terms and provisions of this Amendment, together with the Sublease, and Letter Dated February 8, 2021 (attached as Exhibit B), shall constitute all of the terms and provisions to which Tenant and Landlord have agreed with respect to the transaction governed hereby, and there are no other terms and provisions, oral or written, that apply to the Sublease and/or the Property other than as set forth in the Sublease as modified by this Amendment.
 - d. The provisions of this Amendment shall apply to, be binding upon, and inure to the benefit of the parties hereto and to their respective successors and assigns.
10. **Counterparts.** This Amendment may be executed in multiple counterparts, all of which shall constitute an original, and all of which together shall constitute a single instrument. Counterparts of this Amendment executed and delivered by facsimile, email or other means of electronic delivery shall constitute originals for all purposes.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

LANDLORD:

CITY OF SOUTH SAN FRANCISCO

By: _____
Mike Futrell
City Manager

ATTEST:

By: _____
Rosa Govea Acosta
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

RYAN DANTES, FITNESS THERAPY, LLC.

By: _____

Title: